

# **Terms of Service**

## **FlexyNode**

Welcome to the Terms of Service of FlexyNode.

### **Table of Contents:**

Article 1: Definitions

Article 2: Applicability

Article 3: Purchasing a service

Article 4: Promotions and Quotations

Article 5: Payments

Article 6: Liability

Article 7: Right Of Withdrawal

Article 8: Cancellation

Article 9: Delivery of products

Article 10: Abuse

Article 11: Support

Article 12: Maintenance

Article 13: Intellectual Property

## **Article 1: Definitions**

- 1.1:** “Customer” refers to the entity that purchases a service from FlexyNode.
- 1.2:** “FlexyNode” is defined as a business registered with the Dutch Chamber of Commerce under number 91623324.
- 1.3:** “Team” refers to everyone who is employed by FlexyNode
- 1.4:** "Management" refers to all individuals who hold decision-making authority within FlexyNode.
- 1.5:** “Website” refers to: <https://flexynode.com>

## **Article 2: Applicability**

- 2.1:** These general terms and conditions apply to every offer from the entrepreneur and every distance contract concluded between entrepreneur and consumer unless otherwise specified.
- 2.2:** Deviations from these Terms of Service are only permitted if agreed upon in writing or specified in a quotation.

## **Article 3: Purchasing a service**

- 3.1:** The customer may purchase a service when the following conditions are met:
- **3.1.1:** The customer does not possess more than one (1) free product per category.
  - **3.1.2:** The customer is 16 years of age or older, or has obtained permission from a parent or guardian.

## **Article 4: Promotions and Quotations:**

- 4.1:** Promotions and Quotations are always without obligation unless stated otherwise.
- 4.2:** Promotions may be utilized only during their validity period. They cannot be used before their commencement or after their expiration.
- 4.3:** Quotations will become valid as soon as the customer accepts them through our website; verbal agreements are not binding.
- 4.4:** Quotations shall remain valid as long as neither party cancels the quotation. In the event of a breach of the specified agreement, the quotation may be terminated immediately without further notice.
- 4.5:** Cancellation of a quotation may only be effected through a ticket submitted via the website; cancellations made through other means will not be accepted.

## **Article 5: Payments**

**5.1:** Upon the purchase of a new service, an invoice will be generated. If the invoice is not paid within 14 days, the new order will be cancelled.

**5.2:** An invoice will be issued 7 days prior to the new due date of your service. If the invoice is paid by or on the due date, your service will continue without interruption.

**5.3:** If the invoice is overdue by 1 day, FlexyNode will suspend the service. The service will be reinstated as soon as the invoice is paid.

**5.4:** After 3 days, FlexyNode reserves the right to impose administrative fees. These fees must be settled before the service will be reinstated.

**5.5:** If the invoice remains unpaid 7 days after the due date, the service can be permanently terminated from our servers.

**5.6:** Services can be paid through the website using the available payment methods. If the customer requires an alternative payment method, they may submit a ticket through the website.

**5.7:** The customer may add credit on the website, and use this to pay their invoices.

## **Article 6: Liability:**

**6.1:** FlexyNode is not liable for damages resulting from interruptions or maintenance.

**6.2:** FlexyNode is not liable for data loss resulting from the customer's own actions, maintenance activities, incidents, or interruptions.

**6.3:** The customer is responsible for creating and downloading backup from their services.

**6.3 :** FlexyNode reserves the right to inspect services and files when deemed necessary.

## **Article 7: Right of Withdrawal**

**7.1:** A customer may withdraw from an purchase within a 7-day period without providing a reason, provided that:

- The service is not used.
- The service is not customized or tailored specifically for the customer.
- The customer has not waived their right of withdrawal

**7.2:** The 7-day period commences as soon as the service is ordered with us, unless explicitly stated otherwise.

**7.3:** The customer may exercise their right of withdrawal only by creating a ticket on the website.

**7.4:** Once the right of withdrawal has been exercised, the customer must return the products within the 7-day period that commenced upon ordering the product; otherwise, the right of withdrawal will be forfeited.

**7.5:** If a refund is approved, the funds will be made available to the customer within 14 days.

## **Article 8: Cancellation:**

**8.1:** Free services may be terminated at any time by either FlexyNode or the client.

**8.2:** Paid services can only be cancelled through the cancellation form on the website.

**8.3:** If the option "Immediate" is selected in the cancellation form, the service may be terminated instantly.

**8.4:** If the option: "End of billing period" is selected in the cancellation form, the service will be terminated on the due date.

## **Article 9: Delivery of the products**

**9.1:** Delivery of the products will be carried out by FlexyNode as promptly as possible.

**9.2:** If delivery exceeds the time specified at the time of ordering, FlexyNode cannot be held liable and is not obligated to provide compensation.

## **Article 10: Abuse**

**10.1:** If FlexyNode receives a complaint, tip or report regarding the abuse of a service, FlexyNode reserves the right to suspend the service and conduct an investigation.

**10.2:** The complaint or tip does not have to be shared with the customer.

**10.3:** If no abuse is found during the investigation, the service will be reinstated. FlexyNode will not be obligated to provide any compensation, including but not limited to refunds, additional free days, or extra credit on the website.

**10.4:** If abuse is detected, we will take the necessary actions. The customer may be notified of these actions, but this is not obligatory.

**10.5:** The consumer is expected to use the services as intended, which includes refraining from illegal activities and using the software for its intended purposes. Illegal services include any activities that have been declared unlawful by law, as well as those specifically prohibited by FlexyNode, such as (crypto)currency miners. If there is suspicion of a violation of this clause, FlexyNode reserves the right to suspend and investigate the service. Should the investigation confirm a violation, the service may be terminated immediately. If no violation is found, FlexyNode will reinstate the service for the consumer.

## **Article 11: Support**

**11.1:** The customer may request support by submitting a ticket through the website.

**11.2:** By requesting support, the customer authorizes FlexyNode to access and review the services and accounts, and to make changes to them.

**11.3:** Support will be provided to every paying customer of FlexyNode.

**11.4:** If the customer has an overdue invoice, FlexyNode may withhold support until the invoice is paid.

**11.5:** Paying customers may also use our AI bot; however, any statements or assurances provided by the bot cannot be used to claim rights or against FlexyNode.

## **Article 12: Maintenance**

**12.1:** FlexyNode reserves the right to perform maintenance at any time.

**12.2:** FlexyNode is not obligated to provide compensation of any kind for downtime or maintenance.

### **Article 13: Intellectual Property**

**13.1:** FlexyNode retains all intellectual property rights (including copyrights, patent rights, trademark rights, design rights, etc.) to all designs, drawings, writings, data carriers, or other information, quotations, images, sketches, models, prototypes, discord channels or servers etc., unless otherwise agreed upon in writing by the parties.

**13.2:** The customer may not copy, display to third parties, provide access to, or otherwise use the aforementioned intellectual property rights without the prior written consent of FlexyNode

**13.3:** If the customer infringes on FlexyNode's intellectual property rights, FlexyNode reserves the right to suspend all services temporarily or permanently.

**13.3:** These Terms of Service may not be copied or utilized by any other business or individual.